



CELLULAR COMMUNICATION RADIO SERVICE AGREEMENT

THIS SERVICE AGREEMENT is made on the _____ day of _____, 20____ between:

- 1) **TOTAL ACCESS COMMUNICATION PLC.**, having its principle place of business at No. 333/3 Vibhavadi Rangsit Road, Chomphon Sub-District, Chatuchak District, Bangkok, by _____, authorized signatory (hereinafter referred to as the “**Service Provider**”) as a party of one part; and
- 2) _____ (**CUSTOMER’S NAME**), having its principle place of business at No. _____ Moo _____ Building _____ Soi _____ Street _____ Sub-district/Tumbol _____ District/Amphur _____ Province _____ Postal Code _____ by _____, authorized signatory (hereinafter referred to as the “**User**”) as a party of the other part.

Whereas the Service Provider wishes to provide to the cellular communication radio services, as well as value added services and other related services to the User and the User wishes to obtain such services from the Service Provider subject to the terms and conditions of this Service Agreement and additional documents in relation to the services, including but not limited to: (i) General Terms and Conditions on the Cellular Communication Radio Services for Corporate Segment, posted on the Service Provider’s official website as of the date of this Service Agreement, as may be amended or supplemented from time to time, (the “**General Terms and Conditions**”); (ii) all applications or requests together with annexes thereto; and (iii) all additional terms and conditions relating to specific services, including the use of the Service Provider’s bundles and the short message services, posted on the Service Provider’s official website as of the submission date of the User’s application, as may be amended or supplemented from time to time, which shall be deemed to form an integral part of this Service Agreement.

IT IS HEREBY AGREED as follows:

CLAUSE 1 DEFINITIONS

- 1.1 Capitalized terms used in this Service Agreement and not otherwise defined herein have the meaning given to those terms in the General Terms and Conditions, unless the context otherwise requires.

CLAUSE 2 PROVISION OF SERVICES

- 2.1 The Service Provider hereby agrees to provide the Services to the User and the User hereby agrees to obtain the Services from the Service Provider; provided that the User shall submit the application form for use of the Services to the Service Provider in such form as set forth by the Service Provider. Upon approval of the User’s application, the Service Provider shall activate the Services in accordance with such application (the “**Activation Date**”).
- 2.2 By executing this Service Agreement, together with the application for use of the Services and other requests in respect of the Services, the User agrees that, with effect from the Activation Date, it shall perform and comply with all of its duties and obligations under this Service Agreement. The Service Provider may offer to the User additional services made necessary by improvement and development of new technology of the Service Provider other than the ordinary Services set out in this Service Agreement and the User may accept such offer by engaging the additional services from the Service Provider. In this regard, the provision of any such additional services shall be governed by the terms and conditions of this Service Agreement.

CLAUSE 3 AUTHORIZED SIGNATORY

- 3.1 The User agrees that person authorised to sign to bind its legal entity and/or the person delegated by it (the “**Authorized Signatory**”) shall be authorized to sign and submit to the Service Provider all applications/other request forms with respect to the use of, change in, or amendment to the Services or to do, cause to be done and perform all acts, transactions and things in relation to the Services for and on behalf of the User. The User agrees that any actions undertaken by such Authorized Signatory on behalf of the User shall have a legal binding effect upon the User in accordance with the terms and conditions of this Service Agreement. In this regard, on the execution date of this Service Agreement, the User has submitted to the Service Provider a signatory card specifying the name, signature, and limitation of power of the Authorized Signatory in such form as set forth by the Service Provider which shall be deemed to form an integral part of this Service Agreement.

In the event that the **Authorized Signatory** delegated by the User, is not the person authorized to sign to bind its legal entity, the User shall furnish to the Service Provider a power of attorney in form and substance satisfactory to

3.2 The User shall immediately provide a written notice to the Service Provider of any amendment to the name or power of the Authorized Signatory as well as all necessary documents evidencing such amendment. Prior to the receipt of the written notice by the Service Provider, any action undertaken by such former Authorized Signatory shall have a legal binding effect upon the User as if such amendment is not occurred and the User shall be liable or responsible to the Service Provider for any loss or damage incurred by the Service Provider arising from any act, default, omission, or misconduct on the part of such former Authorized Signatory.

CLAUSE 4: VALIDITY AND ENFORCIBILITY OF THE AGREEMENT

- 4.1 This Service Agreement shall take effect from the date the Service Provider approves the User’s application/other request form by activating the Services to the User in accordance with such application/other request form.
- 4.2 Any termination, suspension, or expiration of the use of the Services under each application shall not prejudice nor affect the validity or enforceability of this Service Agreement. This Service Agreement shall terminate in accordance with the provision of the General Terms and Conditions (Clause 14 Termination).

CLAUSE 5: MISCELLANEOUS

- 5.1 (*Invalidity*) Should any clause or provision of this Service Agreement become void, invalid or unenforceable for any reason whatsoever, the parties agree that the other clauses and provisions of this Service Agreement shall remain valid and binding upon the parties as if such void, invalid, or unenforceable part is not included in this Service Agreement and the parties agree to promptly amend the said clause or provision to become enforceable.
- 5.2 (*Amendment*) Unless otherwise specified in this Service Agreement, no amendment of any term of this Service Agreement shall be valid, unless made in writing and signed by the parties.
- 5.3 (*Waiver*) Any failure or delay on the part of either party in exercising any right in respect of any particular matter shall not be deemed as a waiver of such right by that party. Any partial exercise or waiver o the part of either party of any right in respect of any particular matter or any time shall not be deemed as a waiver of any other right or any other time.
- 5.4 (*Governing Law*) This Service Agreement shall be governed by and in accordance with the laws of Thailand.
- 5.5 (*Annexes*) The parties agree that all annexes hereto, whether at the time of this Service Agreement or hereafter amended, shall be deemed an integral part of this Service Agreement.
- 5.6 (*Assignment*) The Service Provider has the right to assign its rights, whether in whole or in part, under this Service Agreement to any other person either natural or juristic at any time, without consent of the User. No other assignment by the User is permitted, unless the Service Provider has given its written consent.
- 5.7 (*Conflict*) In the event of any conflict between any service terms and conditions, announcement, user’s manual, annexes attached hereto and the terms and conditions of this Service Agreement, such terms and conditions of this Service Agreement shall prevail.
- 5.8 *The User acknowledges that* this Service Agreement and the activation of the Services to the User pursuant to each application shall be executed or made at head office of Total Access Communication Plc.

This Service Agreement is made in duplicate, each with equal tenor and effect. In witness whereof, both parties have place their respective signatures and caused the seal to be affixed (if any).

The Service Provider

TOTAL ACCESS COMMUNICATION PLC

By: _____

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Witness

By: _____

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The User

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By: _____

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Witness

By: _____

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